



### Notice for Empanelment (NFE)

VCS invites applications for Empanelment of Vendors for various Bought Out Items, Equipment and Services through the process of collecting the information needed to approve a company for intended items as a vendor and enabling VCS to have an updated list of such vendors for inclusion in tenders for a range of items that are required for execution of various projects being pertaining broadly to the Hydro Carbon Sector or to any other sector being handled from time to time.

This would help in ensuring availability of sources for variety of bought out items to different Agencies / Contractors who would be undertaking the execution of major projects.

#### Background

M/s VCS Quality Services Pvt. Ltd. is into Engineering, Inspection, TPI services and Training services however, we are planning to expand our business line into Global Pipeline Integrity Services. The company is having around 450 professional working across the country with having corporate office at Mumbai and Engineering work center at Delhi along with various project sites.

VCS invites applications for Empanelment of Vendors for various Bought out Items, Equipment and Services having application and requirement in Projects pertaining to Hydrocarbon Application and associated facilities.

Names of such empanelled vendors shall be included as "Approved Vendor" for respective Bought Out Item, Equipment and Services, in the various Tenders being handled by VCS as and when required.

The interested vendors may submit their credentials through the VCS website having address [www.vcsprojects.com](http://www.vcsprojects.com) All relevant documents along with duly filled application in the prescribed Application Format along with the requisite Fee after selecting the item(s) from the given category for which they intend to get empanelled by opting from the drop down list at the VCS website mentioned above. All documents to be submitted in PDF format through Email to VCS on following email address:

[vendoremp@vcsprojects.com](mailto:vendoremp@vcsprojects.com)

The applicant shall also be required to submit through above email, the copy of Fee Receipt (Transaction Slip) towards the payment of requisite fee.

VCS shall receive Applications pursuant to this NFE in accordance with the terms set forth in this NFE and other documents to be provided by VCS pursuant to this NFE as modified, altered, amended and clarified from time to time by VCS, and all Applications



shall be prepared and submitted in accordance with such terms and given format on or before the Due Date.

### Procedure for Making Application

The prescribed application form for Registration as Empanelled Vendor for the listed Bought Out Item, Equipment and Services shall have to be duly filled and submitted Online only with the requisite Fee as specified in this NFE at the website ([www.vcsprojects.com](http://www.vcsprojects.com))

#### 1.0 Process of Evaluation & Description of Empanelment Process: -

- 1.1 VCS through this NFE has initiated the process for registration and enlistment from any Indian or Foreign Vendors. It however may be noted that Traders/ Stockists/ Dealers/ Suppliers, Importers/ Agents/ Representatives and Sub Vendors of Vendors shall not be eligible for enlistment.
- 1.2 Enlistment shall be initially valid for a period of **three (3) years** from the date of enlistment and shall be further extended for next three years, subject to satisfactory performance and submission of renewal request along with required documents and renewal processing charges.
- 1.3 Registration certificate shall not be issued to vendor who is incurring loss for last three (3) consecutive years.
- 1.4 Average processing time for an application is 6 months depending upon number of items applied and fulfilment of requisite documents.
- 1.5 In following cases, vendor has to apply afresh for registration. Application processing charge shall be same as applicable to new vendor.
  - a. Addition of Products/Enhancement of capacities of existing registered products.
  - b. Application for issue of revised certificates in case merger/de-merger/ acquisition/ change of ownership, shall be treated as new application.
  - c. If a vendor's registration has expired for more than one year, vendor has to apply for fresh registration.
- 1.6 Newly established companies having no past performance but technically competent and having ISO accreditation & other certification may also apply for enlistment if they have been promoted by Indian business house/group and having 51% or more equity



participation in the new company and meeting requisite financial criteria defined elsewhere in procedure.

1.7 Registration Charges for each application will be applicable as per below;

Registration Type	Charges Based on review of available documents	Charges Based on review of documents and factory visit
New Vendor / Addition of Products / Enhancement of Capacity of Products / Merger / De-merger / Acquisition / Change of owner / Registration expired for more than one year.	INR 50,000.00	INR 2,00,000.00 To 5,00,000.00 /USD 2,500 to 6,500 On case to case basis depending on location of factory
Renewal (If registration is expiring in one year after registration)	INR 30,000.00	INR 2,00,000.00/ USD 2,500

If after verification and evaluation, Vendor is not qualified, the deposited money will be returned after deducting our processing fees of INR 10,000 / USD 150. GST shall be extra at actuals.

1.8 Application fee shall be payable through online/ NEFT/ RTGS to VCS account as per following details:

Name of Bank	ICICI Bank
Branch	3 & 4, Golden Willows, Vasant GArden, Mulund -West, Mumbai- 400080
Account No.	119951000004
IFSC Code	ICIC0001199



**2.0 EVALUATION METHODOLOGY:**

- 2.1 The evaluation of the Application submissions would be carried out in the following stages:
  - 2.1.1 The first stage would involve a test of responsiveness based on the Information furnished with required fee and documents as submitted in the Form of Application (Registration). Those applications found to be substantially responsive would be evaluated in the second stage.
  - 2.1.2 In second stage VCS, if needed, would assess the Capacity & Capability of the applicant vendor for consideration towards empanelment by carrying out the Physical Audit of the Manufacturing Facilities through visit to the premises of the applicants. Prior to second stage evaluation the prospective applicants shall be required to deposit the necessary Fee as stipulated in this NFE.
- 2.2 All such vendors who qualify both in stage 1 and stage 2 as elaborated above, shall be considered for empanelment as "Approved Vendor" for particular Item(s), Equipment and/or Services as applicable.

**NOTE**

*Foreign vendors shall be empaneled based on only the First Stage Evaluation, in general, and the onus of authenticity of documents submitted solely rests on the Foreign Applicants.*

Such vendors shall be issued a Letter of Empanelment as per agreed terms and conditions. In addition, vendor name will appears on Approved Vendor list of VCS.

- 2.3 Schedule of Application process VCS shall endeavor to adhere to the following schedule:

Sl. No.	Activity	Anticipated Duration (In Months)
1	Application Date	3 - 6 months
2	Opening of Applications	
3	First Stage Scrutiny and Evaluation of Applications	
4	Seeking Clarifications, if any from the intending applicants based on submitted documents at First Stage Evaluation	
5	Communication to eligible bidders for planned visit by VCS representatives to	



	the Manufacturing Facilities as provided by the vendors	
6	Scheduling & visit to Manufacturing Facility /Facilities	
7	Assessment of Final status of each vendor after completion of evaluation of both the stages.	
8.	Issuance of Letter of Empanelment to the vendors found suitable for Empanelment.	

### 3.0 INSTRUCTIONS TO APPLICANTS:-

An Applicant shall submit only one Application for Empanelment specifying in clear terms the Items/Equipment/Services along with the category for which the vendor intends to get empanelled. An Applicant can apply for one or more Items/Equipment/Services but the qualification shall be subject to meeting the specified criteria. Decision by VCS in this regard shall be final.

**Conditions for eligibility of Applicants:** - For determining the eligibility of Applications to be empanelled, the Applicant Vendors shall be evaluated as per attached evaluation criteria on Past Track Record as well as the Financial Capability to ascertain the suitability for enlistment for respective item(s) on the basis of submitted documents and factory visit.

- I. The Applicant shall meet the minimum stipulated eligibility criteria on various parameters as sought in the specified head in the Vendor Registration Form and first stage qualification shall solely be based on Documents submitted by the applicants to substantiate various criteria.
- II. The qualification in second stage evaluation which is the Audit of Manufacturing Facilities based on pre-defined parameters listed out by VCS shall be subject to meeting the given conditions.
- III. Any entity, which is barred by the Government of India or any State Government or any Government Instrumentality from participating in any project, and the bar subsists on the date of Application for empanelment, shall be ineligible to apply for empanelment in response to this NFE document.
- IV. It is mandatory for all applicants to submit the specified Fee at different stages of evaluation.

### 4.0 GENERAL CONDITIONS:-

The Applicant shall be responsible for bearing the costs of preparation of the Application and all documents that need to be submitted as part of the Application. The Board shall not be liable for such costs, regardless of the outcome of the Empanelment Process.

### 4.1 Acknowledgement by Applicants:-



It shall be deemed that by submission of the Application, the Applicant has:

- I. Made a complete and careful examination of this document;
- II. Gone through all relevant information provided by VCS.
- III. Accepted the risk of error, inadequacy or mistake in the information provided in this document by or on behalf of VCS
- IV. Agreed to be bound by the declarations and undertakings provided by it and in terms hereof.

## **4.2 Right to accept/ reject any Application**

4.2.1 Notwithstanding anything contained in this document, VCS reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, VCS may, at its discretion, invite all eligible Applicants to submit fresh Applications.

4.2.2 VCS reserves the right to reject any Application if

- a. At any time a material misrepresentation is made or uncovered, or;
- b. The Applicant does not submit the supplementary information required by VCS within the time specified.

4.2.3 VCS reserves the right to verify all statements, information and documents submitted by the Applicant in response to this document. Any such verification or lack of such verification by itself shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of VCS hereunder.

## **4.3 Clarifications**

VCS may on a suo moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by the Board shall form part of this document.

## **4.4 Amendment to this document**

At any time prior to the date of submission of the Application for empanelment, VCS may, for any reason whatsoever, whether on its own initiative or in response to any request for clarification modify this document through the issue of addenda.

## **5.0 Preparation and submission of Application**

### **5.1.1 Language**



The Application and all documents forming part of the Application shall necessarily be in English language, provided that any printed literature furnished by the bidder may be written in another language so long as it is accompanied by an ENGLISH translation, duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the application and documents, the English translation shall govern.

Supporting materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of Empanelment.

## **5.2 Format and signing of the Application**

- 5.2.1 The Applicant shall provide all the information sought under this document. VCS will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be summarily rejected.
- 5.2.2 The Applicant shall submit the Application, along with documents required to be submitted along therewith pursuant to this document, through On Line mode only.

## **5.3 Application Date**

- 5.3.1 Applications should be submitted in the manner and form as detailed in this document.
- 5.3.2 VCS will accept Application for Hydro Carbon Sector or to any other sector being handled from time to time

## **5.4 Modifications/ substitutions/ withdrawal of Applications**

- 5.4.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by VCS prior to the Application Due Date. No Application shall be modified, substituted or withdrawn on or after the Application due date and time.
- 5.4.2 The modification, substitution or withdrawal notice shall be sent to VCS through E-Mail at given Mail ID with subject as "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 5.4.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by VCS shall be disregarded.

## **5.5 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the empanelled Applications shall not be disclosed to any person who is not



officially concerned with the process or is not a retained professional advisor advising VCS in relation to, or matters arising out of, or concerning the Empanelment Process.

## **5.6 Clarifications**

- 5.6.1 To facilitate evaluation of Applications, VCS may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by VCS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 5.6.2 If an Applicant does not provide clarifications sought under above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, VCS may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of VCS.

## **5.7 Empanelment and notification**

- 5.7.1 After the evaluation of Application, VCS would update the list of empanelled Vendors at website for respective Categories and for respective Items, Equipment and/or Services who will be eligible for Empanelment.
- 5.7.2 At the same time, VCS would notify the any Application that they are not empanelled.
- 5.7.3 VCS will not entertain any query or clarification from Applications who fail to get empanelment.
- 5.7.4 Name of the vendors who get empanelled shall form part of the "Approved Vendor List" of VCS in various tenders that shall be invited by VCS as and when required.
- 5.7.5 The updation of Approved Vendors on VCS website shall be done at quarterly interval.

## **5.8 Correspondence with Applicant**

Save and except as provided in this document, VCS shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

## **6.0 Fraud and Corrupt Practices**

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained herein, VCS may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or





restrictive practice in the Empanelment Process. 2. Without prejudice to the rights of VCS, hereinabove, if an Applicant is found by VCS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, such Applicant shall not be eligible to participate in any empanelment tender issued by VCS during a period of 1 (one) year from the date such Applicant is found by VCS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## 7.0 Miscellaneous

7.1 The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Empanelment Process.

7.2 VCS, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/ or cancel the Empanelment Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any Application and/ or to consult with any Applicant in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to VCS by, on behalf of, and/ or in relation to any Application; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

7.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases VCS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, and/ or in connection with the Empanelment Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## 7.4 Insolvency and Bankruptcy

In the event, insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the vendor, after submission of application or approved by the VCS, vendor shall inform VCS within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law



Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in cases where code is not applicable).

If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, during their application submission or at any later stage, as applicable, their vendor registration in VCS is liable to be rejected by VCS and without prejudice to any other remedy or action available with VCS. VCS shall forfeit the application Deposit provided by the bidder during application process whatsoever.

## 8.0 Disclaimer

The information contained in this Notice for Empanelment document (the “NFE” or “**Notice for Empanelment**”) or subsequently provided to Application(s), whether verbally or in documentary or any other form, by or on behalf of VCS or any of its employees or advisors, is provided to Application(s) on the terms and conditions set out in this NFE and such other terms and conditions subject to which such information is provided.

This NFE is not an agreement and is neither an offer nor invitation by VCS to the prospective Applications or any other person. The purpose of this NFE is to provide interested parties with information that may be useful to them in the formulation of their application for empanelment pursuant to this NFE (the “**Application**”).

This NFE includes statements, which reflect various assumptions and assessments arrived at by VCS in relation to the process of Empanelment. Such assumptions, assessments and statements do not purport to contain all the information that each Application may require. This NFE may not be appropriate for all persons, and it is not possible for VCS, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NFE.

The assumptions, assessments, statements and information contained in this NFE may not be complete, accurate, adequate or correct. Each Application should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NFE and obtain independent advice from appropriate sources. Information provided in this NFE to the Application(s) is on a wide range of matters, some of which may depend upon interpretation of law.

The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

VCS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. VCS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Application or Application, under any law, statute, rules or regulations or tort, principles



of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NFE and any assessment, assumption, statement or information contained therein or deemed to form part of this NFE or arising in any way with empanelment of Applicants for participation in the Empanelment Process.

## **9.0 Other Terms and Conditions for Vendors**

VCS offers vendors the opportunity to get themselves registered and empanelled for various equipment and items are being used in project execution pertaining to Hydrocarbon sector and its associated facilities.

Vendors are required to make an online application through VCS website by opting the item(s) under the various categories provided in the drop down after paying the requisite Fee.

### **9.1 Registration/use of services**

- 9.1.1 Registration is required to use VCS's services. To register, the vendor must fill out the application form available on the VCS website. Upon registration, the vendor agrees to these General Terms and Conditions (hereinafter referred to as: GTC). The vendor can view the relevant GTC online before registering and can call up, store or print these at any time.
- 9.1.2 With his/her application, the vendor confirms that all his/her entered details are accurate, complete and truthful. The vendor undertakes to keep the information provided in his/her registration form up to date. If such information is found to be false, incorrect or out of date, VCS may block or discontinue the vendor's access to VCS's services.
- 9.1.3 Upon successfully completing the registration process, the e-mail provided by the vendor must be verified. To this end, an e-mail containing a link will be sent to the address provided, the receipt of which the vendor shall confirm by clicking on this link. After registration has been validated, the vendor's account will be activated and he/she will be able to use VCS's services.
- 9.1.4 The vendor is personally responsible for keeping his/her login data (login, password) private. Should an unauthorized third party gain knowledge of the vendor's data, VCS must be notified immediately.
- 9.1.5 The vendor shall not be entitled to demand any authorisation to use VCS's services. VCS has the right to change or even discontinue the operation of its services at any time.

### **9.2 Performance, delivery, review and acceptance of services**

- 9.2.1 VCS shall carry out the evaluation of various documents provided by the vendor for consideration of claim of vendor for Registration & Empanelment of the items applied by the vendor.



- 9.2.2 VCS shall also depute a committee of Officers to the manufacturing facilities of the vendor to assess the capability to manufacture and supply the item(s) for which the Vendor has applied. (This however would not apply to Foreign Based Vendors).
- 9.2.3 The vendor is responsible for the authenticity of the data and details provided with the application and for complying with agreed deadlines.

### **9.3 Performance Evaluation**

VCS shall monitor the performance of Approved vendor during empanelment period and if, VCS/ End User finds the performance of vendor is below acceptable level, VCS has rights to delist from VCS Approved Vendor List.



**Certificate/ Licenses Required**

SN	Category	SHOP / PRODUCT LICENSE / CERTIFICATES (Indicative for reference only)
<b>Mechanical Items</b>		
M1	Pipes and Tubes	Relevant API /ISO /EN / IS Licenses / Certifications etc
M2	PE Pipes and Fittings	Relevant ISO /EN / IS Licenses / Certifications etc
M3	Standard Pipe Fittings	Relevant ISO /EN / IS Licenses / Certifications etc
M4	Special Pipe Fittings	Relevant ISO /EN / IS Licenses / Certifications etc
M5	SS Valves & Fittings	Relevant ISO /EN / NGV/ECE/IS Licenses / Certifications etc
M6	Industrial Manual Valves	Relevant API /ISO /EN / IS Licenses/ Certification etc.
M7	Industrial Remote Operated Valve	Relevant API /ISO /EN / IS Licenses / Certifications etc.
M8	Safety Valve	Relevant API /ISO /EN / IS / PESO / Certifications etc.
M9	Control Valves	Relevant API /ISO /EN / IS Licenses / Certifications etc.
M10	Mechanical Equipment - Stationary	Relevant ASME / ISO/ EN/ PESO / Certifications etc.
M11	Mechanical Equipment - Rotary	Relevant API /ISO/ EN/ PESO / Licenses / Certifications etc.
M12	Consumables	Relevant Licenses/ Certifications etc.
M13	Special Services e.g. HDD, NDT, PCP, Micro-tunnelling	BARC / Relevant PTR
<b>Fire &amp; Safety Items</b>		
F1	Fire & Gas Detection and Alarm	Relevant/ PESO / NFPA / IS Licenses / Certifications etc.
F1	Fire suppression	Relevant PESO / NFPA / IS Licenses / Certifications etc.
<b>Electrical Items</b>		
E1	Wires / Cables & Accessories	Relevant DGMS/ IS Licenses / Certifications etc.
E2	ELECTRICAL APPLIANCES	Relevant IS Licenses / Certifications etc.
E3	Electrical Lighting Fixtures	Relevant IS Licenses / Certifications etc.



CERTIFICATE/ LICENSES REQUIRED

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E4	Electrical Flameproof Fixtures	Relevant IS/ PESO / CIMFR/ Licenses / Certifications etc.
E5	Electrical Equipment	Relevant IS/ EN /Licenses / Certifications etc.
E6	Power & Motor Control Centre	Relevant IS/ EN /Licenses / Certifications etc.
E7	Switching Equipment	Relevant IS/ EN /Licenses / Certifications etc.
E8	Control, Indication and Measurement	Relevant IS/ EN / Licenses / Certifications etc.
E9	Solar Power System	Relevant NABCEP /IEC/ ISO/ IS/ EN / Certifications etc.
E10	Cathodic Protection	Relevant IS/ EN / Licenses / Certifications etc.
	<b>C &amp; I Items</b>	
IN 1	Instrument Cables & Accessories	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 2	Instruments and transmitters	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 3	Meters and Accessories	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 4	Panels & Accessories	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 5	PLC/ SCADA & Accessories	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 6	Chromatograph & Analysers	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 7	Telecom System	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 8	Corrosion Monitoring System	Relevant ISO /EN /AGA Licenses / Certifications etc
IN 9	Odorization System	Relevant ISO /EN /AGA Licenses / Certifications etc
	<b>Civil Items</b>	
CV	Civil - Building, Structural, Architectural Materials	Relevant IS licenses / Certifications etc